

NAVAL MISSION

Agreement signed at Washington November 23, 1938

Entered into force November 23, 1938

Article I, title IV, amended by agreement of August 30, 1941 ¹

Extended by agreements of September 22 and November 5, 1942; ²

July 23 and August 7, 1943; ³ *June 20 and July 18, 1944;* ⁴ *and*

November 20 and December 3, 1945 ⁵

Superseded by agreement of October 14, 1946 ⁶

53 Stat. 2074; Executive Agreement Series 140

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE REPUBLIC OF COLOMBIA

In conformity with the request made by the Ambassador of the Republic of Colombia in Washington to the Secretary of State, the President of the United States of America, by virtue of the authority conferred by the Act of Congress of May 19, 1926, entitled "An Act to authorize the President to detail officers and enlisted men of the United States Army, Navy and Marine Corps to assist the Governments of the Latin-American Republics in military and naval matters," ⁷ as amended by the Act of May 14, 1935, ⁸ to include the Philippine Islands, has authorized the appointment of officers to constitute a naval mission to the Republic of Colombia under the conditions specified below:

TITLE I

Purpose and Duration

Art. 1.—The purpose of this Naval Mission is to cooperate in an advisory capacity with the Director General and the officers of the Colombian Navy, wherever desired in Colombia by the Ministry of War, with a view to enhancing the efficiency of the Colombian Navy.

¹ EAS 218, *post*, p. 935.

² 56 Stat. 1775; EAS 280.

³ 57 Stat. 1054; EAS 337.

⁴ 58 Stat. 1375; EAS 413.

⁵ Not printed.

⁶ 61 Stat. (3) 2413; TIAS 1563.

⁷ 44 Stat. 565.

⁸ 49 Stat. 218.

Art. 2.—This Mission shall continue for a period of four years from the date of the signing of this agreement by the accredited representatives of the Governments of the United States of America and the Republic of Colombia, unless sooner terminated or extended as hereinafter provided. Any member may be detached by the United States Government after the expiration of two years' service, in which case another member will be furnished in replacement.

Art. 3.—If the Government of the Republic of Colombia should desire that the services of the Mission be extended in whole or in part beyond the period stipulated, a proposal to that effect shall be made six months before the expiration of this agreement.

Art. 4.—This contract may be terminated prior to the expiration of the period of four years prescribed in Article 2, or prior to the expiration of the extension authorized in Article 3, in the following manner:

- a) By either Government, subject to three months notice in writing to the other Government;
- b) By the recall of the entire personnel of the Mission by the United States in the public interests of the United States;
- c) In the case of war between the Republic of Colombia and any other nation, or in the case of civil war in the Republic of Colombia;
- d) In case of war between the United States and any other country.

TITLE II

Composition and Personnel

Art. 1.—This Mission will consist of a Chief of Mission of the rank of Captain or Commander on active service in the United States Navy and such other United States naval personnel as may subsequently be requested by the Ministry of War of Colombia through its authorized representative in Washington and agreed upon by the United States Navy Department.

Art. 2.—The Chief of Mission shall proceed to the Republic of Colombia as soon as practicable, following the signing of this agreement, and report to the Minister of War for the purpose of investigating the needs of Colombia with respect to a naval mission. He will submit his recommendations to the Secretary of the Navy of the United States of America and to the Minister of War of the Republic of Colombia within ninety days after his arrival in the Republic of Colombia.

TITLE III

Duties, Rank and Precedence

Art. 1.—The duties of the Chief of Mission and of the personnel of the Mission will be determined by agreement between the United States Navy Department and the Ministry of War of the Republic of Colombia, follow-

ing the receipt of the recommendations submitted by the Chief of Mission as specified in Title II, Article 2.

Art. 2.—The members of the Mission will be responsible solely to the Minister of War of the Republic of Colombia through the Chief of Mission.

Art. 3.—Each member of the Mission shall retain the rank he holds in the United States Navy and shall wear the uniform of his rank in the United States Navy.

Art. 4.—Each member of the Mission shall be entitled to all the benefits which the Colombian Navy Regulations provide for Colombian naval officers of corresponding rank.

Art. 5.—The personnel of the Mission shall be governed by the disciplinary regulations of the United States Navy.

TITLE IV⁹

Compensation and Perquisites

Art. 1.—Each member of the Mission shall receive from the Government of the Republic of Colombia an annual net salary equal to the pay and allowances of a United States naval officer, on active service, of the same rank and length of service but exclusive of any increase authorized for duty involving flying. The said salary shall be paid in twelve equal monthly instalments in Colombian national currency computed at the highest official rate of exchange established by the Exchange Control Board or by the Bank of Colombia on the last day of each month in which due. Should any member of the Mission while so serving become qualified for promotion, he shall receive from the Government of the Republic of Colombia the pay of a United States naval officer of the rank to which he has qualified for promotion, payable from the date on which he makes his number for promotion and under the same conditions as prescribed in the preceding sentence of this article. The said salary shall not be subject to any Colombian tax, or to tax by any political subdivision of Colombia, that is now or shall hereafter be in effect. Should there, however, be at present or during the life of this agreement any taxes that may affect the said salaries, such taxes will be borne by the Colombian Ministry of War in order to comply with the provision stipulated above that the salaries agreed upon shall be net.

Art. 2.—The compensation agreed upon in the preceding Article shall commence upon the date of departure from New York of each member of the Mission, and shall continue, following the termination of duty with the Mission, for the return voyage to New York and thereafter for the period of any accumulated leave which may be due.

Art. 3.—The compensation due for the period of the return voyage and accumulated leave shall be paid a detached member prior to his departure

⁹ For an amendment to art. 1, title IV, see EAS 218, *post*, p. 935.

from Colombia, and such payment shall be computed for travel via the shortest usually travelled sea route regardless of the route and method of travel elected by the said detached member.

Art. 4.—Each member of the Mission and his family will be furnished by the Government of the Republic of Colombia with first class accommodations for travel, via the usually travelled sea route, required and performed under this contract, between New York and his official residence in Colombia both for the outward and for the return voyage. The shipment of household effects, baggage, and automobile of each member of the Mission between New York and his official residence in Colombia will be made in the same manner by the Government of the Republic of Colombia. Transportation of such household effects, baggage, and automobile for each member shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except when the result of circumstances beyond their control. Payment of expenses for the transportation of families, household effects and automobiles, and of the extra compensation prescribed in Article 5, below, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of War of the Republic of Colombia, shall not be required under this contract, but shall be determined by negotiations between the United States Navy Department and the authorized representative of the Ministry of War of the Republic of Colombia in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

Art. 5.—An additional allowance of one month's compensation, but of not less than Two Hundred Dollars (\$200.00), shall be provided by the Government of Colombia to cover extra expenses involved in change of residence from the United States to Colombia. The same additional allowance will be paid to each member for expenses incident to change of residence from Colombia to the United States upon completion of duty with the Mission.

Art. 6.—The Government of the Republic of Colombia shall grant, upon request of the Chief of Mission, free entry for articles for the personal use of the members of the Mission and their families.

Art. 7.—If the services of any member of the Mission should be terminated prior to the completion of two years' service by action of the Government of the United States of America, except in accordance with the provisions of Title I, Article 4(c), the provisions of Title IV, Article 4, and Title IV, Article 5, shall not apply to the return voyage. If the services of any member of the Mission should terminate or be terminated prior to the completion of two years' service for any other reason, including those set forth in Title I, Article 4(c), he shall receive from the Government of the Republic of Colombia all the compensations, emoluments, and perquisites as if he had completed two years' service, but the annual salary shall terminate as provided by Title IV, Article 2. But should the Government of the United States of

America detach any member for breach of discipline, no cost of the return to the United States of such member, his family, household effects, baggage or automobile shall be borne by the Republic of Colombia nor shall the additional allowance provided in Title IV, Article 5, be paid to him.

Art. 8.—Compensation for transportation and travelling expenses in the Republic of Colombia on Colombian official business shall be provided by the Government of the Republic of Colombia in accordance with Title III, Article 4; except for travel performed incident to the provisions of Title IV, Article 4, which will be compensated as provided in that Article.

Art. 9.—If any member of the Mission, or any of his family, die in Colombia, the Government of the Republic of Colombia shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Colombia shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death, and compensations as specified in Title IV of this Agreement will be paid to the widow of the deceased or to any other person who may have been designated in writing by the deceased while serving under the terms of this contract; provided that such widow or other person shall not be compensated for the accrued leave of the deceased; and provided further that all compensations due under the provisions of this Article shall be paid within fifteen (15) days of the decease of the said member.

TITLE V

Requisites and Conditions

Art. 1.—So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Colombia shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Colombian Navy, except by mutual agreement between the Government of the United States and the Republic of Colombia.

Art. 2.—Each member of the Mission shall agree not to divulge or by any means disclose to any foreign government or person whatsoever any secret or confidential matter of which he may become cognizant in any way. This requirement shall continue to be binding after termination of duty with the Mission and after the expiration or cancellation of this agreement or any extension thereof.

Art. 3.—Throughout this agreement the term "family" shall be construed as meaning wife and dependent children.

Art. 4.—Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

Art. 5.—The leave cited in the preceding Article may be spent in foreign countries. All travel time, including sea travel, shall count as leave and shall not be in addition to that authorized in the preceding Article.

Art. 6.—The Government of the Republic of Colombia agrees to grant the leave specified in Article 4 of this Title upon receipt of written application approved by the Chief of Mission.

Art. 7.—In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of Mission, be placed by the Government of the Republic of Colombia in such hospital as the Chief of Mission deems suitable after consultation with the Colombian authorities, and all expenses incurred as the result of such illness while the patient is a member of the Mission and remains in Colombia shall be paid by the Government of Colombia.

Art. 8.—Any member unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this agreement in duplicate in English and Spanish languages, at Washington, this 23rd day of November, A.D. 1938.

SUMNER WELLES	[SEAL]
D. LÓPEZ PUMAREJO	[SEAL]